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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MHP

SANRIO COMPANY, LTD., a Japanese  
corporation and SANRIO, INC., a California  
corporation,

Plaintiffs,

vs.

J.I.K. Accessories, Inc., Accessitive  
Accessories, Inc., B.B. Apparels Inc., Amuseco  
Accessories, Inc., Nana Accessory, Inc., Seanna  
Corporation, Heiress Enterprises, Inc., Pinkland  
Corporation, Inc., Bliss, Final Choice, Joon Sik  
Bae, Yong Woo Kim, Any Bae, Jason Bae,  
Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha  
Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee,  
Sukmin Bae, John Bae, Lisa Bae, Grace Kim,  
Ken Chung, Yeun Sik Cha, Debbie Kim, DOES  
1- 10,

Defendants

Civil Action No.

0440

COMPLAINT FOR INJUNCTIVE RELIEF  
AND DAMAGES FOR:

- 1) Federal Copyright Infringement;
- 2) Federal Trademark Infringement and  
Counterfeiting;
- 3) Federal Unfair Competition;
- 4) Unfair Competition Under Cal. Prof.  
Code § 17200 et seq.

Demand for Jury Trial

Plaintiffs, Sanrio Company, Ltd. and Sanrio, Inc. (collectively "Sanrio") for their  
complaint against Defendants J.I.K. Accessories, Inc., Accessitive Accessories, Inc., B.B.  
Apparels Inc., Amuseco Accessories, Inc., Nana Accessory, Inc., Seanna Corporation, Heiress  
Enterprises, Inc., Pinkland Corporation, Inc., Bliss, Final Choice, Joon Sik Bae, Yong Woo Kim,

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Any Bae, Jason Bae, Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee, Sukmin Bae, John Bae, Lisa Bae, Grace Kim, Ken Chung, Yeun Sik Cha, Debbie Kim, and Does 1-10, alleges as follows:

#### NATURE OF THE ACTION

1. This is an action to redress violations of the federal trademark laws, 15 U.S.C. §1114, et seq., federal copyright laws, 17 U.S.C. § 501, et seq., federal laws of unfair competition, 15 U.S.C. §1125(a) et seq., as amended, California state law of unfair competition, Cal. Bus. & Prof. Code § 17200 et seq., as the result of willful and unauthorized use by Defendants of Sanrio's character names, trademarks and designs, as more fully set forth hereinafter. Sanrio seeks injunctive relief restraining infringement by Defendants of Sanrio's names, trademark, and designs, damages as the direct and proximate result thereof, and related relief.

#### THE PARTIES

2. Plaintiff **Sanrio Co., Ltd.** is a corporation organized and existing under the laws of the nation of Japan with its principal place of business located at 1-6-1 Osaki, Shinagawa ku, Tokyo 141-8603, Japan.

3. Plaintiff **Sanrio, Inc.** is a corporation organized and existing under the laws of the State of California with its principal place of business located at 570 Eccles Avenue, South San Francisco, California 94080. Sanrio, Inc. is a wholly owned subsidiary of Sanrio Co., Ltd.

4. Plaintiffs are informed and believe, and upon that basis allege, that Defendant **J.I.K. Accessories, Inc.** is a corporation organized and existing under the laws of the State of California with a principal place of business at 619 E. Shaw Ave., #F8, Fresno, California 93710. Plaintiffs are further informed and believe that J.I.K. Accessories, Inc. does business under the names Amusé and JS-Amuse Accessories and operates or has operated out of retail locations located in the counties of Santa Clara, Alameda, Fresno, and Los Angeles. J.I.K. Accessories does business in the Northern District of California at its Amusé store, located at 180 Great Mall Dr., Milpitas, CA 95035.

1           5.       Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
2 **Accessitive Accessories, Inc.** is a corporation organized and existing under the laws of the State  
3 of California with a principal place of business at 2051 North Rose Avenue, No. 220, Oxnard,  
4 California 93036. Plaintiffs are further informed and believe that Accessitive Accessories, Inc.  
5 does business under the name Amusé and operates or has operated out of retail locations located  
6 in the California counties of Ventura and Los Angeles.

7           6.       Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
8 **B.B. Apparels, Inc.** is a corporation organized and existing under the laws of the State of  
9 California with a principal place of business at 8443 Van Nuys Boulevard, # 44, Panorama City,  
10 California 91402. Plaintiffs are further informed and believe that B.B. Apparels, Inc. does  
11 business under the name Amusé and operates or has operated out of retail locations located in  
12 Los Angeles county, California.

13           7.       Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
14 **Amuseco Accessories, Inc.** is a corporation organized and existing under the laws of the State of  
15 California with a principal place of business at 161 W. 33<sup>rd</sup> Street, Los Angeles, California  
16 90007. Plaintiffs are further informed and believe that Amuseco Accessories, Inc. does business  
17 under the name Amusé and operates or has operated out of retail locations located in Los  
18 Angeles county, California.

19           8.       Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
20 **Nana Accessory, Inc.** is a corporation organized and existing under the laws of the State of  
21 California with a principal place of business at 9301 Tampa Avenue, Suite 201A, Northridge,  
22 California 91324. Plaintiffs are further informed and believe that Nana Accessory, Inc. does  
23 business under the name Amusé and operates or has operated out of retail locations located in  
24 Los Angeles county, California.

25           9.       Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
26 **Seanna Corporation** is a corporation organized and existing under the laws of the State of  
27 California with a principal place of business at 3359 Castro Valley Boulevard, Castro Valley,  
28 California 94546. Plaintiffs are further informed and believe that Seanna Corporation does

1 business under the name Amusé and operates or has operated out of retail locations located in the  
2 counties of Alameda and Contra Costa within the Northern District of California.

3 10. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
4 **Heiress Enterprises, Inc.** is a corporation organized and existing under the laws of the State of  
5 California with a principal place of business at 2800 North Main Street, Suite 558, Santa Ana,  
6 California 92705. Plaintiffs are further informed and believe that Heiress Enterprises, Inc. does  
7 business under the name Bliss and operates or has operated out of retail locations located in the  
8 California counties of Orange.

9 11. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
10 **Pinkland California, Inc.** is a corporation organized and existing under the laws of the State of  
11 California with a principal place of business at 17064 Slover Ave., Ste. 106, Fontana, California  
12 92337. Plaintiffs are further informed and believe that Pinkland California, Inc. does business  
13 under the name Final Choice and operates or has operated out of retail locations located in the  
14 California county of San Bernardino.

15 12. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
16 **Bliss** is an unincorporated entity of the State of California operating out of retail locations  
17 located in the California counties of Los Angeles and Orange.

18 13. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
19 **Final Choice** is an unincorporated entity or entities of the State of California operating out of  
20 retail locations located in the counties of Los Angeles, Orange, and San Bernardino.

21 14. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
22 **Joon Sik Bae**, an individual residing in the State of California, is actively engaged in the  
23 operation, management and control of Defendants J.I.K. Accessories, Inc., Accessitive  
24 Accessories, Inc., B.B. Apparels, Inc. and Amuseco Accessories, Inc. and the various retail  
25 locations related thereto located in the California counties of Santa Clara, Alameda, Fresno,  
26 Orange, Los Angeles, San Bernardino, and Ventura.

27 15. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
28 **Joon Sik Bae** is the owner of U.S. Trademark Registration No. 3,056,930 for AMUSÉ & Design



1 for "fashion accessories, namely, jewelry" in International Class 14. Plaintiffs are further  
2 informed and believe that Joon Sik Bae is using and/or authorizes the use of the AMUSÉ &  
3 Design mark on and in connection with all of the Amusé stores indicated above, located  
4 throughout California, including within the Northern District of California, and actively engages  
5 in the operation, management, and control thereof. A copy of the AMUSÉ & Design  
6 registration, obtained through the U.S. Patent and Trademark Office's Trademark Electronic  
7 Search System, together with copies of photographs depicting the use of the AMUSÉ & Design  
8 mark at various retail locations, comprise Exhibit 1. Defendant Joon Sik Bae is conducting  
9 business and has contacts in the Northern District of California. Defendant Joon Sik Bae and/or  
10 his agents reside or can be found in the Northern District of California, namely, at 180 Great  
11 Mall Drive, Milpitas, California 95035; 159 Sun Valley Center, Concord, California 94520; and  
12 19530 Mount Jasper Drive, Castro Valley, California 94552.

13 16. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
14 **Yong Woo Kim**, an individual residing in the Northern District of California, is actively  
15 engaged in the operation, management and control of Defendant J.I.K. Accessories, Inc.  
16 Defendant Yong Woo Kim is conducting business in the Northern District of California at 180  
17 Great Mall Dr., Milpitas, CA 95035.

18 17. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
19 **Andy Bae**, an individual residing in the State of California, is actively engaged in the operation,  
20 management and control of Defendant Amuseco Accessories, Inc. and/or Defendant B.B.  
21 Apparels, Inc.

22 18. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
23 **Jason Bae**, an individual residing in the State of California, is actively engaged in the operation,  
24 management and control of Defendant B.B. Apparels, Inc.

25 19. Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
26 **Brian Ban**, an individual residing in the State of California, is actively engaged in the operation,  
27 management and control of Defendant B.B. Apparels, Inc.

1           20.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
2 **Ryan Bae**, an individual residing in the State of California, is actively engaged in the operation,  
3 management and control of B.B. Apparels, Inc.

4           21.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant **Ho**  
5 **Yong Na**, an individual residing in the State of California, is actively engaged in the operation,  
6 management and control of Defendant Nana Accessory, Inc.

7           22.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
8 **Sang Wha Kim**, an individual residing in the Northern District of California, is actively engaged  
9 in the operation, management and control of Defendant Seanna Coporation.

10          23.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
11 **Aeran Bae a/k/a Chris Bae**, an individual residing in the State of California, is actively engaged  
12 in the operation, management and control of Defendants B.B. Apparels, Inc. and Final Choice.

13          24.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
14 **Jenny J. Lee**, an individual residing in the State of California, is actively engaged in the  
15 operation, management and control of Defendants J.I.K. Accessories, Inc. and/or Heiress  
16 Enterprises, Inc.

17          25.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
18 **Sukmin Bae**, an individual residing in the State of California, is actively engaged in the  
19 operation, management and control of Defendant Bliss.

20          26.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
21 **John Bae**, an individual residing in the State of California, is actively engaged in the operation,  
22 management and control of Defendant Final Choice.

23          27.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
24 **Lisa Bae**, an individual residing in the State of California, is actively engaged in the operation,  
25 management and control of Defendant Final Choice.

26          28.     Plaintiffs are informed and believe, and upon that basis allege, that Defendant  
27 **Grace Kim**, an individual residing in the State of California, is actively engaged in the  
28 operation, management and control of Defendant Final Choice.

29. Plaintiffs are informed and believe, and upon that basis allege, that Defendant **Ken Chung**, an individual residing in the State of California, is actively engaged in the operation, management and control of Defendants Pinkland California, Inc. and Final Choice.

30. Plaintiffs are informed and believe, and upon that basis allege, that Defendant **Yeun Sik Cha**, an individual residing in the State of California, is actively engaged in the operation, management and control of Defendant Pinkland California, Inc.

31. Plaintiffs are informed and believe, and upon that basis allege, that Defendant **Debbie Kim**, an individual residing in the State of California, is actively engaged in the operation, management and control of Defendant Pinkland California, Inc.

32. Plaintiffs do not know the true names of the individuals, corporations, partnerships or other entities sued and identified herein as Does 1 through 10. Plaintiffs allege that said Defendants are liable to Plaintiffs under the claims for relief set forth below, and request leave of this Court to amend this Complaint when the true names of said Defendants are discovered.

33. Plaintiffs are informed and believe, and upon that basis allege, that the named Defendants, including Does 1 through 10, were joint tortfeasors, aiders and abettors, or agent, principal or both for one another. Each of the named Defendants, including Does 1 through 10, was acting within the scope of said relationship when engaging in the conduct alleged in this Complaint and is jointly and severally liable for all damages and profits arising from the conduct described herein. Unless otherwise specified, named Defendants and the Doe defendants are referred to hereafter collectively as "Defendants."

## JURISDICTION AND VENUE

34. This Court has subject matter jurisdiction over Plaintiff's claims under and pursuant to 28 U.S.C. §§ 1331 and 1338. This court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

35. Venue in the Northern District of California is proper pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(a) because (i) Defendants have sufficient connection with the

1 Northern District of California to make venue proper and/or (ii) Defendants and or their agents  
2 reside or may be found in the District.

### 3 INTRADISTRICT ASSIGNMENT

4 36. Assignment on a district-wide basis is appropriate under Civil Local Rule 3-2(c)  
5 because this is an Intellectual Property Action.

### 6 ALLEGATIONS COMMON TO ALL COUNTS

7 37. Since 1960, Sanrio Co., Ltd. has been engaged in the business of manufacturing,  
8 distributing and selling products for use by children and young adults. All of Sanrio Co., Ltd.'s  
9 products are marked with the SANRIO trade name and mark. Since 1976, Sanrio, Inc. has been  
10 the exclusive United States distributor of the products of Sanrio Co., Ltd. and is currently the  
11 exclusive United States master licensee of the rights in and to the SANRIO trademarks and  
12 copyrights.

### 13 Plaintiffs' HELLO KITTY, KEROPPI and CHARMMY KITTY Characters

14 38. Sanrio is the creator and owner of the famous HELLO KITTY,  
15 KEROKEROKEROPPI a/k/a KEROPPI, and CHARMMY KITTY characters, as well as many  
16 other characters, as depicted in Exhibit 2.

17 39. Since 1976, most of Sanrio's merchandise marketed in the U.S. has displayed  
18 HELLO KITTY character artwork on the products and product packaging. True and correct  
19 copies of Sanrio's official biographies of HELLO KITTY and representative examples of  
20 genuine HELLO KITTY merchandise comprise Exhibit 3.

21 40. Since 1988, KEROPPI character artwork has appeared on numerous Sanrio  
22 products and product packaging marketed in the U.S. True and correct copies of Sanrio's  
23 official biographies of KEROPPI and representative examples of genuine KEROPPI  
24 merchandise comprise Exhibit 4.

25 41. Since 2004, CHARMMY KITTY character artwork has appeared on numerous  
26 Sanrio products and product packaging marketed in the U.S. True and correct copies of Sanrio's  
27 official biographies of CHARMMY KITTY and representative examples of genuine  
28 CHARMMY KITTY merchandise comprise Exhibit 5.



Copyright Registrations

42. Sanrio Co., Ltd. owns many U.S. Certificates of Copyright Registration for artwork depicting the HELLO KITTY character, including Registration Nos. VA 130-420, VA 1-303-874, and VA 1-342-775. True and correct copies of these copyright registrations, and relevant excerpts of related deposit specimens, comprise Exhibit 6.

43. Sanrio Co., Ltd. owns many U.S. Certificates of Copyright Registration for artwork depicting the KEROPPI character, including Registration Nos. VA 707-212 and VA 636-579. True and correct copies of these copyright registrations, and relevant excerpts of related deposit specimens, comprise Exhibit 7.

44. Sanrio Co., Ltd. owns many U.S. Certificates of Copyright Registration for artwork depicting the CHARMMY KITTY character, including the following Registration No. VA 1-296-111. Copies of this copyright registration, and relevant excerpts of related deposit specimens, comprise Exhibit 8.

Registered Trademarks

45. Sanrio owns several U.S. Trademark registrations for the design trademark depicting the head of the HELLO KITTY character (the "HELLO KITTY Design"), including incontestable U.S. Trademark Registration No. 1,200,083 for, *inter alia*, pendants, rings and bracelets in International Class 14 and elastic pony tail holders with plastic ornaments in International Class 26, and No. 1,277,721, for, *inter alia*, earrings and stickpins in International Class 14, head bands in International Class 25, and barrettes and hair clips in International Class 26. Copies of these trademark registrations are included in Exhibit 9.

46. Sanrio owns several U.S. Trademark registrations for the word mark HELLO KITTY (the "HELLO KITTY Name"), including incontestable U.S. Trademark Registration No. 1,215,436 for, *inter alia*, shoulder bags and tote bags in International Class 18, and No. 1,279,486 for, *inter alia*, rings, bracelets, stickpins, and earrings in International Class 14, and ponytail holders, barrettes and hair clips in International Class 26. Copies of these trademark registrations are included in Exhibit 9.

47. Since as early as January 1, 1976, Plaintiffs have used the HELLO KITTY Design and Name marks in the United States in connection with the products listed in the foregoing registrations, including hair accessories, necklaces, bracelets, key rings, and charms.

## Common Law Trademarks

48. Since as early as January 1, 1976, Plaintiffs have used, and thereby own common law trademark and trade dress rights in and to, the HELLO KITTY Design and Name marks and HELLO KITTY character artwork in the U.S. in connection with thousands of products and services for children and young adults, including, *inter alia*, jewelry, hair accessories, compacts, bags, clothing, and cell phone accessories.

49. Sanrio's HELLO KITTY Design and Name marks are inherently distinctive and, in any event, have acquired distinctiveness through continuous and widespread use of the marks in the U.S. and worldwide for over thirty years.

50. Since as early as 1988, Plaintiffs have used, and thereby own common law trademark and trade dress rights in and to, the KEROPPI character artwork (the "KEROPPI Design mark") in the U.S. in connection with thousands of products and services for children and young adults, including, *inter alia*, jewelry, hair accessories and cell phone accessories.

51. Sanrio's KEROPPI Design mark is inherently distinctive and, in any event, has acquired distinctiveness through continuous and widespread use of the mark in the U.S. and worldwide for twenty years.

52. Since as early as 2004, Plaintiffs have used, and thereby own common law trademark and trade dress rights in and to, the CHARMMY KITTY character artwork (the “CHARMMY KITTY Design mark”) in the U.S. in connection with thousands of products and services for children and young adults, including, *inter alia*, jewelry, hair accessories, and cell phone accessories.

53. Sanrio's CHARMMY KITTY Design mark is inherently distinctive and, in any event, has acquired distinctiveness through continuous and widespread use of the mark in the U.S. and worldwide for four years.

### Public Recognition of Plaintiffs' Characters

1           54.     The success of Sanrio's entire business stems from the value to its customers,  
2 primarily children and young people, but also celebrities, of products featuring Sanrio's  
3 internationally popular signature characters, including HELLO KITTY, KEROPPI and  
4 CHARMMY KITTY. Retail sales of Sanrio's HELLO KITTY character merchandise in the  
5 United States marketplace are approximately \$500 million.

6           55.     Sanrio spends close to \$2 million annually in the U.S. to promote its character  
7 products. In addition, Sanrio's character products are often the subject of national media stories.  
8 Representative examples of such media coverage comprise Exhibit 10.

9           56.     Genuine Sanrio HELLO KITTY, KEROPPI and CHARMMY KITTY products  
10 are sold in the U.S. at authorized Sanrio retailers, including Target and Nordstrom, licensed  
11 Sanrio boutiques, corporate theme stores, on-line and through mail order catalogs.

12 **Defendants' Infringing Activities**

13           57.     Starting as early as August 2007, Sanrio became aware that Defendants were  
14 displaying and offering for sale various unauthorized and/or counterfeit HELLO KITTY and  
15 KEROPPI items through their various Amusé, Bliss and Final Choice retail stores throughout  
16 California, including stores located in the Northern District of California. Such items included,  
17 for example, bracelets, cell phone accessories, hair accessories, necklaces, earrings, rings, and  
18 handbags. Copies of photographs depicting representative samples of counterfeit Sanrio items  
19 purchased at Defendants' stores comprise Exhibit 11. Defendants were not and are not  
20 authorized manufacturers, distributors, licensees or importers of Sanrio merchandise.

21           58.     On or about August 21, 2007, Sanrio, through its counsel, instructed its agents to  
22 hand deliver letters to Defendants at various of their retail stores, informing Defendants of their  
23 violation of Sanrio's copyright and trademark rights and demanding Defendants immediately  
24 cease and desist all creation, display, promotion and sale of their various unauthorized and/or  
25 counterfeit Sanrio items. Some of the Defendants and/or their agents voluntarily surrendered  
26 some of the counterfeit Sanrio products to Sanrio's agents.

27           59.     On or around August 28, 2007, Sanrio, through its counsel, received a letter from  
28 Defendant Andy Bae who identified himself as "Vice President" of Amusé. Defendant Andy

1 Bae represented that Defendants had discontinued sales of the unauthorized and/or counterfeit  
2 Sanrio merchandise and “were prepared to cooperate and relinquish all alleged counterfeit  
3 items.”

4 60. On or about September 18, 2007, Sanrio, through its counsel, responded to Andy  
5 Bae by a letter which requested a written inventory and supporting documentation for the  
6 unauthorized and/or counterfeit Sanrio items trafficked by Defendants, identification of  
7 Defendants’ supplier of such items, and that Defendants send the remaining inventory of such  
8 items to Sanrio’s counsel. There was no response to counsel’s letter.

9 61. Thereafter, Sanrio learned that Defendants continued to display, promote and sell  
10 various unauthorized and/or counterfeit Sanrio items, including merchandise bearing Sanrio’s  
11 HELLO KITTY and CHARMMY KITTY Designs, including, for example, headbands, ponytail  
12 holders, necklaces, bracelets, earrings, compacts, caps, and cell phone straps.

13 62. As recently as November 25, 2008, Sanrio confirmed that Defendants are  
14 continuing to display, promote, and sell various unauthorized and/or counterfeit Sanrio items  
15 through their various retail store locations across California, including those in the Northern  
16 District of California. Copies of photographs of representative samples of counterfeits purchased  
17 from several of Defendants’ retail locations from September 2007 through November 2008  
18 comprise Exhibit 12.

19 63. Plaintiffs are informed and believe, and upon that basis allege, that Defendants are  
20 continuing and likely to expand unauthorized sales of counterfeit Sanrio products, and, unless  
21 restrained by this court, will continue to unfairly compete with Sanrio by displaying, marketing  
22 and selling unauthorized and/or counterfeit Sanrio items.

### 23 **FIRST CLAIM FOR RELIEF**

#### 24 **Federal Copyright Infringement Under 17 U.S.C. §101 et seq.**

25 64. Sanrio restates and reavers the allegations of paragraphs 1 through 64, inclusive.

26 65. Since their introduction, artwork comprising Sanrio’s copyrighted HELLO  
27 KITTY, KEROPPI and CHARMMY KITTY character designs (the “Copyrighted Designs”)  
28 have been displayed on Plaintiffs’ websites, published in catalogs and promotional materials, and



1 affixed on or comprising Sanrio character products and packaging, millions of which have been  
2 distributed worldwide and in the United States.

3 66. At all times relevant hereto, all or substantially all copies of Sanrio's Copyrighted  
4 Designs made by Sanrio or under its authority or license in the United States and elsewhere have  
5 been manufactured in strict conformity with the Copyright Act of the United States and all other  
6 laws governing copyright in the areas where the items have been published.

7 67. At all times relevant hereto, all or substantially all of Sanrio's genuine products  
8 bearing the Copyrighted Designs have been marked with copyright notices claiming copyright in  
9 Sanrio's name.

10 68. Sanrio's Copyrighted Designs constitute original artwork created by Sanrio.

11 69. Sanrio's original Copyrighted Designs affixed on or comprising Sanrio's  
12 character products represent copyrightable subject matter under the laws of the United States.

13 70. At all times relevant herein, Sanrio has been and still is the owner of the  
14 copyrights in and to the Copyrighted Designs. Sanrio has conveyed no copyright interest in the  
15 Copyrighted Designs to Defendants.

16 71. On information and belief, Defendants had access to Sanrio's Copyrighted  
17 Designs, which are extensively marketed worldwide, including on Plaintiffs' websites.

18 72. The unauthorized and/or counterfeit items imported, displayed, promoted and/or  
19 sold by Defendants, as identified above and representative examples of which are depicted in  
20 Exhibits 11 and 12 hereto (hereinafter, collectively, the Counterfeits), bear identical or strikingly  
21 similar copies of Sanrio's character artwork known as HELLO KITTY, KEROPPI or  
22 CHARMMY KITTY, and constitute willful and unauthorized distribution, copying and  
23 misappropriation of substantial or entire portions of the designs contained in, and original to,  
24 Sanrio's Copyrighted Designs.

25 73. Upon information and belief, Defendants intentionally and willfully  
26 manufactured, displayed, promoted, sold and/or distributed products bearing copies of Sanrio's  
27 Copyrighted Designs and/or copied such designs, without authority of Plaintiffs or their agents.  
28

1           74. As a direct and proximate result thereof, Sanrio has been and continues to be  
2 damaged in an amount to be ascertained, but believed to be at least \$450,000.

3           75. Sanrio has no adequate remedy at law.

4                                   **SECOND CLAIM FOR RELIEF**

5                                   **Counterfeiting and Infringement of Federally Registered**  
6                                   **Trademarks Under 15 U.S.C. §1114 et seq.**

7           76. Sanrio restates and reavers the allegations of paragraphs 1 through 76, inclusive.

8           77. The incontestable U.S. registered trademarks comprising the HELLO KITTY  
9 Design mark and the HELLO KITTY Name mark (the "Registered Trademarks") as described  
10 above, have been extensively used, advertised, and promoted through the United States and the  
11 world in connection with the Sanrio character products as identified above for over thirty years.

12           78. The Registered Marks are inherently distinctive. Moreover, they are conclusively  
13 distinctive because the registrations are incontestible. As a result of Sanrio's use, advertisement  
14 and promotion of Sanrio's Registered Trademarks, each of these trademarks have become well  
15 and favorably known throughout the United States and the world as identifying Sanrio and its  
16 products. Sanrio has developed exceedingly valuable goodwill with respect to all of its  
17 Registered Trademarks.

18           79. Upon information and belief, Defendants have knowingly, willfully and  
19 intentionally created, imported, advertised, promoted, displayed, offered for sale and/or sold  
20 infringing counterfeit products bearing identical, nearly identical and/or confusingly similar  
21 copies of Sanrio's Registered Trademarks, including without limitation the HELLO KITTY  
22 Design and Name marks, as identified above and representative examples of which are depicted  
23 in Exhibits 11 and 12 hereto (the "Counterfeit Trademarks").

24           80. Defendants' use of each of the Counterfeit Trademarks on its products is likely to  
25 cause members of the relevant public and trade to believe that Defendants' products are provided  
26 by, in affiliation with, or under the sponsorship or approval of Sanrio when used in connection  
27 with the identical, substantially similar, or related goods.

1           81. Plaintiffs are informed and believe, and upon that basis allege, that Defendants  
2 willfully selected, adopted and/or used the Counterfeit Trademarks on their goods with  
3 knowledge of the valuable goodwill and business reputation associated therewith, and with intent  
4 to confuse, mislead, and deceive the public into believing Defendants' goods come from Sanrio  
5 or are in some manner associated with, approved or endorsed by Sanrio.

6           82. Plaintiffs are informed and believe, and upon that basis allege, that unless  
7 restrained by this Court, Defendants will continue to infringe Sanrio's Registered Trademarks by  
8 using the Counterfeit Trademarks on Defendants' goods.

9           83. By their wrongful acts, Defendants, unless restrained by this Court, will cause  
10 serious and irreparable harm to Sanrio.

11           84. As a direct and proximate result thereof, Sanrio has been and continues to be  
12 damaged in an amount to be ascertained, but believed to be at least \$450,000.

13           85. Sanrio has no adequate remedy at law.

14           86. Defendants' conduct constitutes an exceptional case justifying an award of  
15 attorneys' fees pursuant to 15 U.S.C. § 1117(a).

### 16                                   **THIRD CLAIM FOR RELIEF**

#### 17                   **Federal Unfair Competition and Common Law Trademark Infringement** 18                                   **Under 15 U.S.C. § 1125(a)**

19           87. Sanrio restates and reavers the allegations of Paragraphs 1 through 87, inclusive.

20           88. Sanrio's common law design marks, namely, the name and image of HELLO  
21 KITTY, and the images of KEROPPI and CHARMMY KITTY (collectively, the "Common Law  
22 Trademarks"), are inherently distinctive. Moreover, as described above, the Common Law  
23 Trademarks have been extensively used, advertised, and promoted throughout the United States  
24 and the world for many years in connection with Sanrio's products.

25           89. As a result of Sanrio's use, advertisement and promotion of Sanrio's Common  
26 Law Trademarks, each of these trademarks have become well and favorably known throughout  
27 the United States and world as identifying Sanrio and its products. Sanrio has developed  
28 exceedingly valuable goodwill with respect to all of its Common Law Trademarks.

1           90. Plaintiffs are informed and believe, and upon that basis allege, that Defendants  
2 have imported, advertised, promoted, displayed, offered for sale and/or sold infringing products  
3 bearing identical, or nearly identical copies of Sanrio's Common Law Trademarks, as identified  
4 above and representative examples of which are depicted in Exhibits 11 and 12 (the "Counterfeit  
5 Marks").

6           91. Defendants' use of each of the Counterfeit Marks is likely to cause members of  
7 the relevant public and trade to believe that the products sold bearing the Counterfeit Marks are  
8 provided by, in affiliation with, or under the sponsorship or approval of Sanrio in light of the  
9 confusing similarity between the Counterfeit Marks and Sanrio's genuine Common Law  
10 Trademarks when used in connection with the identical, substantially similar, or related goods.

11           92. Plaintiffs are informed and believe, and upon that basis allege, that Defendants  
12 selected, adopted and/or used the Counterfeit Marks with knowledge of Sanrio's Common Law  
13 Trademarks, and the valuable goodwill and business reputation associated therewith and with  
14 intent to confuse, mislead and deceive the public into believing that Defendants' goods come  
15 from Sanrio or are in some manner associated with, approved or endorsed by Sanrio.

16           93. Plaintiffs are informed and believe, and upon that basis allege, that unless  
17 restrained by this Court, Defendants will continue to infringe Sanrio's genuine Common Law  
18 Trademarks by its use of the Counterfeit Marks.

19           94. By their wrongful acts, Defendants, unless restrained by this Court, will cause  
20 serious and irreparable harm to Sanrio.

21           95. As a direct and proximate result thereof, Sanrio has been and continues to be  
22 damaged in an amount to be ascertained, but believed to be at least \$450,000.

23           96. Sanrio has no adequate remedy at law.

24                           **FOURTH CLAIM FOR RELIEF**

25                           **Unfair Competition Under Cal. Bus. & Prof. Code § 17200**

26           97. Sanrio restates and reavers the allegations of paragraphs 1 through 97, inclusive.  
27  
28



1           98. Defendants' above-averred actions constitute unlawful, unfair, and fraudulent  
2 business practices and unfair, deceptive, misleading, and false advertising in violation of Cal.  
3 Bus. & Prof. Code § 17200, et seq.

4           99. By their wrongful acts, Defendants, unless restrained by this Court, will cause  
5 serious and irreparable harm to Sanrio.

6           100. As a direct and proximate result thereof, Sanrio has been and continues to be  
7 damaged in an amount to be ascertained, but believed to be at least \$450,000.

8 Sanrio has no adequate remedy at law.

9 WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

10           1. That Defendants, Defendants' agents, employees and licensees, and all persons or  
11 entities in active concert or participation with any of them who receive notice of the Court's  
12 Order, be preliminarily and permanently enjoined from:

13               A. Manufacturing, causing to be manufactured, importing, marketing,  
14 promoting, displaying, advertising, distributing, selling, and/or otherwise disposing of any  
15 products that incorporate, reflect, or contain any unauthorized use of Sanrio's Copyrighted  
16 Designs, Registered Trademarks, and/or Common Law Trademarks, and/or infringing said  
17 copyrights and trademarks in any manner;

18               B. Otherwise infringing any of Plaintiffs' copyrights or trademarks;

19               C. Otherwise competing unfairly with Plaintiffs.

20           2. That Defendants, their agents, employees, and licensees, and all those acting  
21 under its direction and pursuant to its control, be directed to deliver up for destruction all  
22 infringing and/or counterfeit Sanrio products, and other matter employed in the manufacture,  
23 distribution and sale of such infringing and/or counterfeit Sanrio products.

24           3. That Defendants be required to pay Sanrio:

25               A. Any and all profits made by Defendants as a result of the aforesaid  
26 infringements, together with interest thereupon in an amount presently unknown;

27               B. Sanrio's damages in an amount presently unknown but believed to be at  
28 least \$450,000, together with interest;

1 C. Statutory damages in the amount of \$150,000 per copyright infringement,  
2 the maximum allowable as provided under and pursuant to 17 U.S.C. § 504(c), as amended.

3 D. Statutory damages in an amount not more than \$1,000,000 per counterfeit  
4 mark, as provided under and pursuant to 15 U.S.C. §1117(c); and

5 E. Three times the profits and damages pursuant to 15 U.S.C. § 1117(b).

6 4. That Defendants be required to pay Sanrio the costs of this action, together with  
7 Sanrio's reasonable attorneys' fees, under 17 U.S.C. 505 and 15 U.S.C. §1117(a).

8 5. Plaintiff be awarded any other relief as this Court may deem just and proper.  
9

10 OWEN, WICKERSHAM & ERICKSON, P.C.

11  
12  
13 Dated: 1/30/09

By 

Noel M. Cook

15 Attorneys For Plaintiff,  
16 SANRIO COMPANY, LTD. and  
17 SANRIO, INC.  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial of all issues in the above-captioned action which are triable to a jury.

OWEN, WICKERSHAM & ERICKSON, P.C.

Dated: 1/30/09

By 

Noel M. Cook

Attorneys For Plaintiff,  
SANRIO COMPANY, LTD. and  
SANRIO, INC.

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**EXHIBIT 1**



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<b>Word Mark</b>	AMUSÉ
<b>Goods and Services</b>	IC 014. US 002 027 028 050. G & S: Fashion accessories, namely, jewelry. FIRST USE: 20000601. FIRST USE IN COMMERCE: 20000601
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved 27.03.01 - Geometric figures forming letters, numerals or punctuation
<b>Serial Number</b>	76615636
<b>Filing Date</b>	October 13, 2004
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	November 15, 2005
<b>Registration Number</b>	3056930
<b>Registration Date</b>	February 7, 2006
<b>Owner</b>	(REGISTRANT) BAE, JOON SIK INDIVIDUAL UNITED STATES 8443 VAN

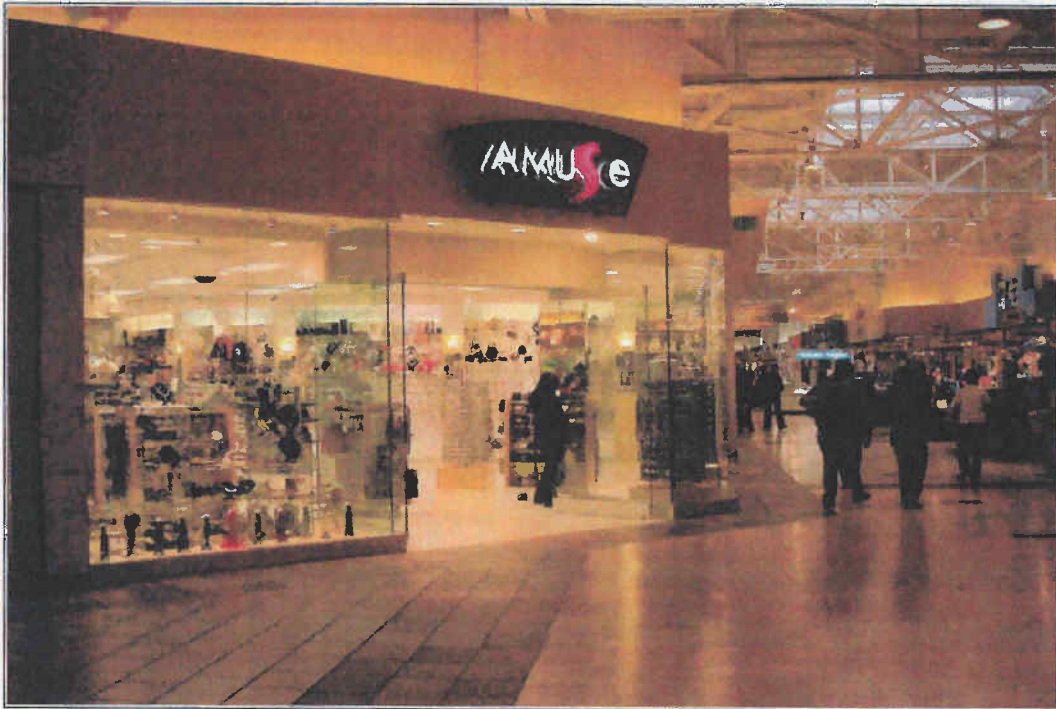
**Type of Mark** NUYS BLVD. #44 PANORAMA CITY CALIFORNIA 914022328  
**Register** TRADEMARK  
**Live/Dead Indicator** PRINCIPAL  
LIVE

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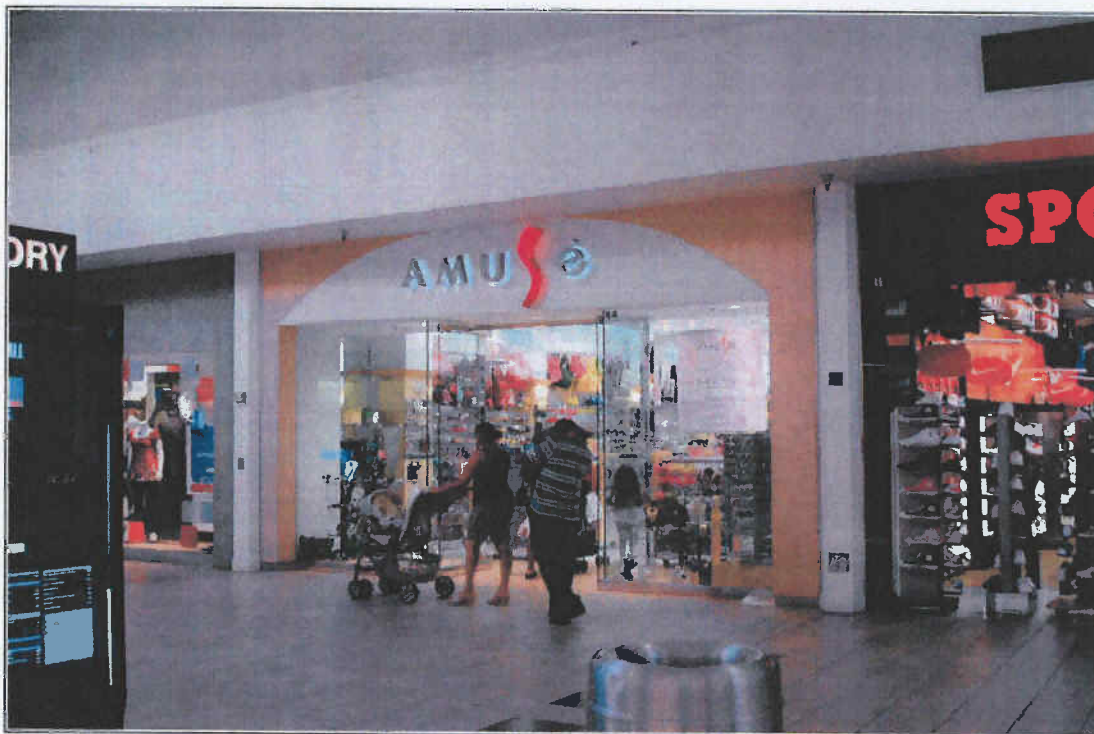


Amuse  
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Milpitas, CA 95035

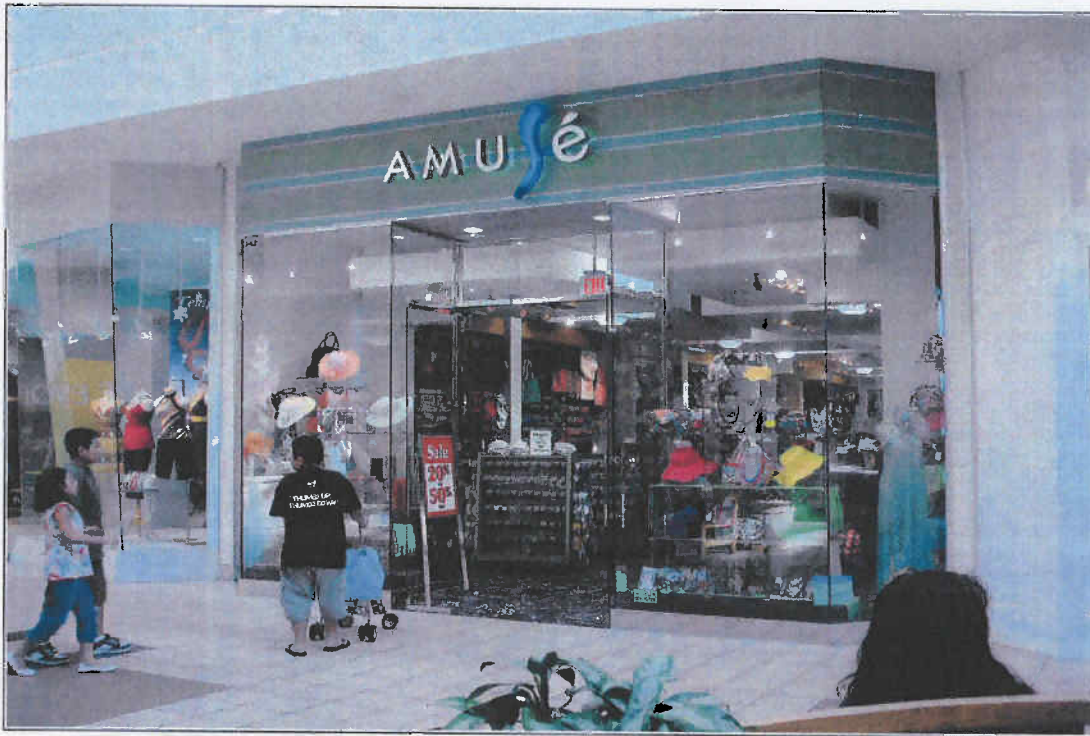


Amuse  
159 Sun Valley Mall  
Concord, California





Amuse  
8443 Van Nuys Boulevard, Suite 44  
Panorama City, CA 91402



Amuse  
342 Lakewood Center Mall  
Lakewood, CA 90712

650/747-8300 FAX: 252-2007





Amuse  
11225 Long Beach Boulevard, Suite 201  
Lynwood, CA 90262

W2507 EF 04C Ref: 252-2007

**EXHIBIT 2**



## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Margbeth Peters*

Register of Copyrights, United States of America

Form VA

For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VAL 684-322



EFFECTIVE DATE OF REGISTRATION

*Aug 23 2005*

## RATE CONTINUATION SHEET.

NATURE OF THIS WORK ▼ See instructions

Graphic artwork

1 Title of This Work ▼

Sanrio 2005 Character Guide

Previous or Alternative Titles ▼

n/a

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Page ▼

2 NAME OF AUTHOR ▼

a Sanrio Co., Ltd.

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

n/a

n/a

Was this contribution to the work a "work made for hire"?

☒ Yes☐ No

Author's Nationality or Domicile

Name of Country

OR { Citizen of Japan

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship: Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☒ 2-Dimensional artwork☒ Photograph☒ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

b Name of Author ▼

n/a

Dates of Birth and Death

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes☐ No

Author's Nationality or Domicile

Name of Country

OR { Citizen of

Domiciled in

Was This Author's Contribution to the Work

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship: Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture☐ Map☐ Technical drawing☐ 2-Dimensional artwork☐ Photograph☐ Text☐ Reproduction of work of art☐ Jewelry design☐ Architectural work

3 a Year in Which Creation of This Work Was Completed

2005

This information must be given in all cases.

b Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published.

Month

Day

Year

Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Sanrio Co., Ltd.

1-6-1, Ohsaki, Shingawa-ku, Tokyo 141-8603 Japan

Transfer: If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

n/a

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AUG 23 2005

TWO DEPOSITS RECEIVED

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NOTE ON BACK ▼

Complete all applicable spaces (numbers 5-8) on the reverse side of this page.  
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Page 1 of 2 pages



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**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

Original character designs, all created and owned by Sanrio Co., Ltd.

a See instructions  
before completing  
this space.b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

New artwork

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼Linda Joy Kattwinkel, Esq. / Owen, Wickersham & Erickson, P.C.  
455 Market Street, Ste 1910  
San Francisco, CA 94105

Area code and daytime telephone number (415) 882-3200

Fax number (415) 882-3232

Email ljkk@owe.com

**CERTIFICATION\*** I, the undersigned, hereby certify that I am the

check only one

- ☐
- author
- 
- ☐
- other copyright claimant
- 
- ☐
- owner of exclusive right(s)

☒ authorized agent of Sanrio Co., Ltd.

Name of author or other copyright claimant, or owner of exclusive right(s) A

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Linda Joy Kattwinkel

Date 8-10-05

Handwritten signature (X) ▼

X

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Linda Joy Kattwinkel, Esq. / Owen, Wickersham & Erickson, P.C.  
Number/Street/Apt ▼  
455 Market St., Ste 1910  
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San Francisco, CA 94105

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